

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM468092

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZOOM MEDIA GROUP INC.		03/29/2018	Canadian Federal Corporation: CANADA
RECEIVING PARTY DATA			
Name:	STONEGATE ASSET COMPANY II, LLC		
Street Address:	123 N. Wacker		
Internal Address:	Suite 1160		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	87312146	GENERATION ACTIVE	
Serial Number:	85740217	ZOOM	
Registration Number:	3428583	ZOOM MEDIA AND MARKETING	
Registration Number:	4184691	ZOOM ZOOM MEDIA & MARKETING	
Registration Number:	5283345	ZOOM MEDIA	
Registration Number:	4524640	ZOOMFITNESS	
Registration Number:	5050324	ZOOM ACTIVE LIFESTYLE MARKETING	
CORRESPONDENCE DATA			
Fax Number:	3128767934		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	314-259-5816		
Email:	trademarks.us@dentons.com		
Correspondent Name:	Katie Kruttsch, Paralegal		
Address Line 1:	Wacker Drive Station, Willis Tower		
Address Line 2:	P.O. Box 061080		
Address Line 4:	Chicago, ILLINOIS 60606-1080		
ATTORNEY DOCKET NUMBER:	15259225-000011		

OP \$190.00 87312146

NAME OF SUBMITTER:	Katie Krutzsch
SIGNATURE:	/katie krutzsch/
DATE SIGNED:	04/02/2018
Total Attachments: 3 source=Stonegate_Zoom - Grant of Security Interest in US Trademarks (Parent) (executed)(106960776_1)#page1.tif source=Stonegate_Zoom - Grant of Security Interest in US Trademarks (Parent) (executed)(106960776_1)#page2.tif source=Stonegate_Zoom - Grant of Security Interest in US Trademarks (Parent) (executed)(106960776_1)#page3.tif	

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

March 29, 2018

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, ZOOM MEDIA GROUP INC., a Canadian Federal Corporation (“Grantor”), having its principal office at 999 de Maisonneuve Boulevard W., Suite 1000, Montreal, Quebec H3A 3L4, Canada, hereby grants to STONEGATE ASSET COMPANY II, LLC, a Delaware limited liability company (“Grantee”), a security interest in (a) all of Grantor’s right, title and interest in and to the United States trademarks set forth on Schedule A attached hereto (all such trademarks, registrations and applications, collectively, the “Marks”, and each, a “Mark”), (b) the goodwill of the businesses with which each Mark is associated, (c) all claims and causes of action arising prior to or after the date hereof for infringement or dilution of any Mark, unfair competition regarding any Mark or injury to the goodwill associated with any Mark, (d) all of Grantor’s rights corresponding thereto throughout the world and (e) all proceeds and products of each Mark. Additionally, Grantor signed a movable hypothec on March 29, 2018 (governed under the laws of Quebec) whereby Grantor granted a hypothec over, *inter alia*, the Marks in favor of Grantee (the “Hypothec”).

THIS GRANT is made to secure the satisfactory performance and payment of the Obligations, as such term is defined in that certain Credit Agreement among Zoom Media Corp., Grantor, the Guarantors (as defined in the Credit Agreement) party thereto and Grantee, dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”). Upon termination of the Credit Agreement, the Security Agreement (as defined in the Credit Agreement) and the Hypothec, Grantee shall execute, acknowledge and deliver to Grantor, upon Grantor’s request and at Grantor’s expense, an instrument in writing releasing the security interest in the Marks acquired under this Grant as well as the hypothec created under the Hypothec.

This Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement and the hypothec granted under the Hypothec. The rights and remedies of Grantee with respect to the security interest granted herein are as set forth in the Security Agreement and the Hypothec, as applicable, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement or the Hypothec, the provisions of the Security Agreement shall govern.

This Grant and any amendments hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Any amendment hereto shall require the written agreement of Grantor and Grantee. Counterparts of this Grant may be delivered by facsimile or electronic mail and the effectiveness of this Grant and signatures hereon shall have the same force and effect as manually signed originals.

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IN WITNESS WHEREOF, the undersigned has executed this Grant as of the date set forth above.

GRANTOR:

ZOOM MEDIA GROUP INC.

By: 

Name: Brian Lindy

Title: Chief Financial Officer

Schedule A

UNITED STATES TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Owner	Application or Registration Number	Filing or Registration Date
GENERATION ACTIVE	Zoom Media Group Inc.	87/312146	January 24, 2017
ZOOM & DESIGN	Zoom Media Group Inc.	85/740217	September 27, 2012
ZOOM MEDIA AND MARKETING	Zoom Media Group Inc.	3,428,583	May 13, 2008
ZOOM MEDIA AND MARKETING & DESIGN	Zoom Media Group Inc.	4,184,691	August 7, 2012
ZOOM MEDIA	Zoom Media Group Inc.	5,283,345	September 12, 2017
ZOOMFITNESS	Zoom Media Group Inc.	4,524,640	May 6, 2014
ZOOM ACTIVE LIFESTYLE MARKETING	Zoom Media Group Inc.	5,050,324	September 27, 2016